

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 6/15/2005

Division: Growth Management

Bulk Item: Yes X No     

Department: Building Department

Staff Contact Person: Joseph Paskalik

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**AGENDA ITEM WORDING:** Approval of a Professional Service agreement between Monroe County and Advanced Data Solutions, Inc. for document digitizing based on Florida State contract number 973-561-04-2.

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**ITEM BACKGROUND:** This process of document scanning and digitizing has been ongoing, with ADS, for many years and per the direction from Monroe County Clerk this work will now require a formal contract.

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**PREVIOUS RELEVANT BOCC ACTION:** N/A

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \$80,000

**BUDGETED:** Yes X No     

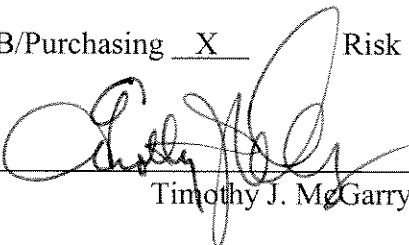
**COST TO COUNTY:** \$80,000

**SOURCE OF FUNDS:** MSTU

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
Timothy J. McGarry, AICP

**DOCUMENTATION:** Included X

Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

CONTRACT SUMMARY			
Contract with:	Advanced Data Solutions	Contract #	
		Effective Date:	
		Expiration Date:	
Contract Purpose/Description:			
Contract for digitizing of Building Department files			
Contract Manager:			
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on June 15, 2005 Agenda Deadline:			

CONTRACT COSTS	
Total Dollar Value of Contract: \$	\$80,000 Current Year Portion: \$ 30,000
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: 148-51000-530340-
Grant: \$	
County Match: \$	
ADDITIONAL COSTS	
Estimated Ongoing Costs: \$50,000/yr	For: Approx. 5 yrs.
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)	

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	6/6/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6-6-05
Risk Management	6-2-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6-2-05
O.M.B./Purchasing	6-3-05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6-3-05
County Attorney	6/2/5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	6/2/05
<i>via electronic 6/2/05 11:58 AM</i> Comments: * Amount exceeds 25,000 requires competitive bid request to waive purchasing policy Public Safety Crime statement missing fl				

OMB Form Revised 2/27/01 MCP #2

6/6/05 - advised this is under State Contract  
 Joe is going to revise agenda summary  
 to include this into Lige

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
Monroe County  
AND  
ADVANCED DATA SOLUTIONS, INC.  
Contract # 101-555-2493**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2005, between Advanced Data Solutions, Inc., a Florida corporation, (hereinafter the "Consultant"), and **Monroe County, FLORIDA**, a political subdivision of Florida, (hereinafter the "County").

**WHEREAS**, the Consultant and County, through mutual negotiation, have agreed upon a scope of services, schedule and fees for fiscal year 2005 and for fiscal year 2006

**WHEREAS**, the County desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the County agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services and software to the County as set forth in the Scope of Services for the Project as specified in Exhibit "A" for Services and Exhibit "B" for Software attached to this Agreement.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the County.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2006, unless earlier terminated in accordance with Paragraph 8. The County Administrator may extend the term of this Agreement up to an additional three years by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the County Administrator.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated per box, with the rate not exceeding an average of \$250.00 per standard letter box, \$15.00 per CD, and \$200.00 shipping and handling each way. Compensation under this agreement shall not exceed \$80,000, subject to annual appropriation by the County Commission.
- 3.2 The Consultant shall invoice the County upon the completion of each task or deliverable in accordance with the Project Schedule.
- 3.3 The County shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the County Administrator may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Clerk of the Court, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the County Administrator whose decision shall be final.

4. **Sub Consultants.**

- 4.1 The Consultant shall be responsible for all payments to any sub consultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub consultants used on the Project must have the prior written approval of the County Administrator.

5. **County's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available files and other data pertinent to the services to be provided by Consultant, in possession of the County.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant.

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily

provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the County Administrator, the Consultant shall at Consultants sole expense, immediately correct the work.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any adversarial planning issues in the County. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied the application; administrative appeal or court action wherein the County is a party.

8. **Termination.**

- 8.1 The County Administrator without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the County's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the County Administrator.
- 8.3 In the event of termination by the County, the Consultant shall be paid for all work accepted by the County Administrator up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all files and data pertaining to the Project to the County, in a hard copy and CD format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the County Administrator. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested

by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.
- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- 9.4 Professional Liability. The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00.
- 9.5 Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the

basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **Attorneys Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Consultant shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third

parties made pursuant to this Agreement. Consultant shall reimburse the County for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of related to, or in any way connected with Consultant's performance or non- performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County: Tom Willi, County Administrator  
Monroe County Florida  
1100 Simonton Street 205  
Key West, Florida 33040

For The Consultant: Rob Buell, Vice President  
Advanced Data Solutions, Inc.  
141 Scarlet Boulevard, Suite A  
Oldsmar, Florida 34677

14. **Governing Law, Venue and Interpretation.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida..

14.2 In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

14.3 The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.



14.4 County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the County under this Agreement shall be the property of the County.

16.2 Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles

consistently applied. The County Administrator, Clerk or a designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

16.3 Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. The County may cancel this Agreement for refusal by the Consultant to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the County Administrator. The County is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the County's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted bylaw.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition Of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **General Clauses.**

- 24.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.
- 24.2 This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.
- 24.3 No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
- 24.4 Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- 24.5 No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal

liability or accountability by reason of the execution of this Agreement.

- 24.6 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

25. **Counterparts.**

- 25.1 This Agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The County, signing by and through its County Administrator, duly authorized to execute same and by Consultant by and through its Vice President, whose representative has been duly authorized to execute same.

MONROE COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Tom Willi, County Administrator

Date: \_\_\_\_\_

Approved by County Attorney  
for form:

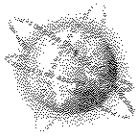
\_\_\_\_\_  
Richard Collins, County Attorney

Date: \_\_\_\_\_  
592001/forms professional services

CONSULTANT

By: \_\_\_\_\_  
Rob Buell

Date: \_\_\_\_\_



**ADVANCED DATA SOLUTIONS, INC.**

141 Scarlet Boulevard, Suite A  
Oldsmar, Florida 34677  
813.855.3545 Corporate  
www.adsus.net

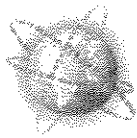
## Pricing – Exhibit A

Monroe County  
1100 Simonton Street, Suite 205  
Key West, Florida 33040

Quantity	Description	Price
Up to 500,000 Annually	Scanning & Indexing of Bldg Permit Files (8 ½ x 11, 8 ½ x 14 & 11 x 17)	\$.09
Up to 100,000 Annually	Scanning & Indexing of Building Permit Blueprints	\$1.25
Up to 250 Annually	CD-Rom Media disc	\$15.00
12	Pick-up and delivery of documents (typically charged per trip)	\$250.00
-	Database Management (merging thousands of letter/legal size documents & blueprints within Alchemy database)	N/C
1	Initial Set-Up & Establishment of Database Format & Structure	N/C

### Terms & Services:

All document preparation, scanning, indexing & review performed by ADS personnel. Document turnaround time is not to exceed 30 days. Monthly Pick-Ups coordinated through ADS driver.



**ADVANCED DATA SOLUTIONS, INC.**

141 Scarlet Boulevard, Suite A  
Oldsmar, Florida 34677  
813.855.3545 Corporate  
www.adsus.net

## Pricing – Exhibit B

Monroe County  
1100 Simonton Street, Suite 205  
Key West, Florida 33040

Below pricing relates to the purchase of additional software (in addition to that already owned) and is based on current list pricing.

Description	Price
Alchemy Advanced Content Management Server V8.0	\$8,995.00
Alchemy Web	\$3,500.00
Alchemy Records Manager	\$10,000.00
Alchemy Web Viewer Extension	\$2,500.00
Alchemy Scan	\$1,500.00
Alchemy Search Client - 51-75 Searchers (Each)	\$117.00
Alchemy Index Station Client 6-10 Indexers (Each)	\$800.00
Alchemy Document Management Client 51-75 Clients (Each)	\$175.00
ADS Implementation Services On-Site Implementation Service Services / Day	\$1,200.00

### Annual Maintenance Program:

Annual Maintenance Program (AMP) is charged at 18% of the current list price of all software owned & is renewable each fiscal year on October 1<sup>st</sup>.